

ARCHIBALD McCULLUM.

FEBRUARY 29, 1840.

Laid on the table.

Mr. GIDDINGS, from the Committee of Claims, made the following

REPORT:

*The Committee of Claims, to whom was committed the memorial of Archibald McCullum, report:*

That, on the 10th day of September, A. D. 1838, the claimant, by indenture of that date, leased to J. K. Irwin, captain and assistant quartermaster in the United States service, for the use of the United States troops, a certain house, situated at Rouse's Point, in the State of New York, for the term of six months, at the rent of seventy dollars; that, in pursuance of the provisions in said lease, the troops of the United States took possession of said building, and continued to occupy the same until about the 25th day of February, A. D. 1839, when said building was consumed by fire, together with other out-buildings, valued by the witness at one thousand dollars; for which the claimant asks indemnity.

It appears that the petitioner, being the owner of the building, and desirous of using it in such manner as would be the most profitable, rented it to the Government, to be used as quarters for the United States troops. For this he was to have a stipulated price, to which he is surely entitled if he has not already received it. By the terms of the lease there was no stipulation for insurance; but, on the contrary, the memorial states that it was insured by an insurance company. The lessee was bound to use ordinary care and diligence for the preservation of the premises leased. Without neglect, there can be no obligation resting upon Government. The loss was a misfortune to the owner, or to the insurers, or perhaps both; but it was such a loss as ought not to fall upon Government. The allowance of the present claim would establish a precedent for the allowance of a class of claims that have heretofore been rejected.—Vide Reps. of Committee of Claims, vol. 4, pages 93 and 120. The committee therefore recommend to the House, for adoption, the following resolution:

*Resolved*, That the petitioner is not entitled to relief.

Blair & Rives, printers.

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FEBRUARY 29, 1839

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REPORT:

The Committee of Claims, to whom was committed the memorial of Archibald McCullum, report:

That, on the 10th day of September, A. D. 1838, the claimant by his attorney of that date, leased to J. R. Irwin, captain and assistant quartermaster in the United States service, for the use of the United States troops, a certain house, situated at Rouse's Point, in the State of New York, for the term of six months, at the rent of seventy dollars; that, in pursuance of the provisions in said lease, the troops of the United States took possession of and occupied said building, and continued to occupy the same until, about the 25th day of February, A. D. 1839, when said building was consumed by fire, together with other out-buildings, valued by the witness at one thousand dollars; for which the claimant asks indemnity.

It appears that the petitioner, being the owner of the building, and desirous of leasing it in such manner as would be the most profitable, rented it to the Government, to be used as quarters for the United States troops. For this he was to have a stipulated price, to which he is surely entitled if he has not already received it. By the terms of the lease there was no stipulation for insurance; but on the contrary, the memorial states that it was insured by an insurance company. The lessee was bound to use ordinary care and diligence for the preservation of the premises leased. Without neglect, there can be no obligation resting upon Government. The loss was a misfortune to the owner, or to the insurers, or perhaps both; but it was such a loss as ought not to fall upon Government. The allowance of the present claim would establish a precedent for the allowance of a class of claims that have heretofore been rejected.—Vide Reps. of Committee of Claims, vol. 4, pages 93 and 120. The committee therefore recommended to the House, for adoption, the following resolution:

Resolved, That the petitioner is not entitled to relief.

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